

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stemilt Growers, LLC		06/30/2011	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	600 California Street, 20th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94108		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3173522	GOLDEN ROSE	
Registration Number:	3109305	GOLDEN ROSE	
Registration Number:	1869851	RESPONSIBLE CHOICE	
Registration Number:	3406806	BOUNTIFUL FRUIT	
Registration Number:	3191784		
Registration Number:	3916550	STEMILT	
Registration Number:	3106825	FLAVOR FIRST	
Registration Number:	3170148	FAMILY FIRST FARMS	
Registration Number:	3116918	SWEET BUTTON PEACH	
Registration Number:	3109373	DEDICATED TO A QUALITY ENVIRONMENT	
Registration Number:	3410055	ARTISAN NATURALS	
Registration Number:	3032072	A SURPRISE FOR YOUR TASTE BUDS	
Registration Number:	3049745	PIÑATA!	

OP \$340.00 3173522

900203917

TRADEMARK
 REEL: 004636 FRAME: 0659

CORRESPONDENCE DATA

Fax Number: (503)778-2200

Phone: (503) 778-2137

Email: trademarks@lanepowell.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Lisa M. Davis

Address Line 1: 601 SW 2nd Avenue, Suite 2100

Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:

105727.1161

NAME OF SUBMITTER:

Lisa M. Davis

Signature:

/lisa m. davis/

Date:

10/05/2011

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is between STEMILT GROWERS, LLC, a Washington limited liability company (the "**Debtor**"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (the "**Secured Party**"), pursuant to that certain Collateral Agreement (as amended, restated, supplemented, or otherwise modified from time to time, the "**Collateral Agreement**"), dated as of June 30, 2011, by and among the Debtor, certain of Debtor's affiliates and the Secured Party. Initially capitalized terms used but not defined herein have the respective meanings given in the Collateral Agreement.

Recitals:

WHEREAS, pursuant to the terms of the Collateral Agreement, the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles of the Debtor including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

Agreement:

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **GRANT.** The Debtor hereby grants and assigns to the Secured Party a continuing security interest, lien, and collateral assignment in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter created or acquired:

(a) (i) all of the following:

(A) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof, including, without limitation, those referred to in Schedule 1 annexed hereto;

(B) all reissues, extensions, and renewals thereof;

(C) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing;

(D) the right to sue for past, present, and future infringements of any of the foregoing;

(E) all rights corresponding to any of the foregoing throughout the world; and

(F) all goodwill associated with and symbolized by any of the foregoing;

in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (i) being referred to herein collectively as the “**Trademarks**”);

(ii) any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark (each a “**Trademark License**”);

(iii) each trademark registration (each a “**Trademark Registration**”); and

(iv) each trademark application (each a “**Trademark Application**”) (including without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby); and

(b) all products and proceeds of the foregoing, including without limitation, any claim by the Debtor against third parties for past, present, or future: (i) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including without limitation, any Trademark, Trademark Registration, Trademark Application, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto); or (ii) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

2. **COLLATERAL AGREEMENT.** The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Collateral Agreement. The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. **AUTHORIZATION TO SUPPLEMENT.** If the Debtor obtains rights to any new trademarks or becomes entitled to the benefit of any trademark application, the provisions of this Agreement shall automatically apply thereto. The Debtor shall give prompt notice in writing to the Secured Party with respect to any such new trademark rights. Without limiting the Debtor's obligations under this Section 3, the Debtor hereby authorizes the Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of the Debtor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic method of transmission shall be deemed an original signature hereto.

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ACCEPTED AND ACKNOWLEDGED
BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as administrative agent

By: [Signature]
Name: Bruce Zavalney
Title: Senior Vice President

STATE OF Washington)
) ss.
COUNTY OF Spokane)

I certify that I know or have satisfactory evidence that Bruce Zavalney is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Senior Vice President of Wells Fargo Bank, National Association to be his free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

DATED: June 27, 2011



[Signature]
Print Name: Jessy W. Hummel
NOTARY PUBLIC for the State of Washington,
residing at
Spokane, WA

My appointment expires:
7/22/2012

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed, made effective and delivered by its duly authorized officer as of the date first set forth above.

STEMILT GROWERS, LLC,

By: 

Name: West A. Mathison

Title: President

STATE OF Washington)
) ss.
COUNTY OF Chelan)

I certify that I know or have satisfactory evidence that West A. Mathison is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the President of Stemilt Growers, LLC to be his free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

DATED: 6/23/2011

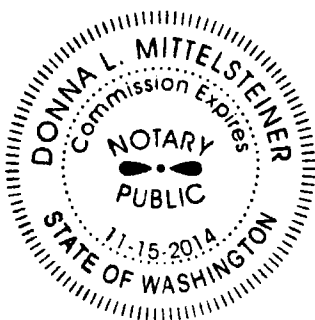
Donna L. Mittelsteiner

Print Name: Donna L. Mittelsteiner
NOTARY PUBLIC for the State of Washington,
residing at

Winatchee

My appointment expires:

11/15/2014



U.S. TRADEMARKS

of
Stemilt Growers, LLC

Owner of Record	Trademark	Registration No. or Application No.	Registration Date or Filing Date	Status
Stemilt Growers, LLC	"Golden Rose"	3,173,522		Owned
Stemilt Growers, LLC	"Golden Rose"	3,109,305		Owned
Stemilt Growers, LLC	"Responsible Choice"	1,869,851		Owned
Stemilt Growers, LLC	"Bountiful Fruit"	3,406,806		Owned
Stemilt Growers, LLC	Lady Bug	3,191,784		Owned
Stemilt Growers, LLC	"Stemilt"	3,916,550		Owned
Stemilt Growers, LLC	"Flavor First"	3,106,825		Owned
Stemilt Growers, LLC	"Family First Farms"	3,170,148		Owned
Stemilt Growers, LLC	"Sweet Button Peach"	3,116,918		Owned
Stemilt Growers, LLC	"Dedicated to a Quality Environment"	3,109,373		Owned
Stemilt Growers, LLC	"Artisan Naturals"	3,410,055		Owned
Stemilt Growers, LLC	"a surprise for your tastebuds"	3,032,072		Owned
Stemilt Growers, LLC	"Pinata!"	3,049,745		Owned